

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

CORY SPENCER, an individual;  
DIANA MILENA REED, an  
individual; and COASTAL  
PROTECTION RANGERS, INC., a  
California non-profit public benefit  
corporation.

## Plaintiffs.

v.

LUNADA BAY BOYS; THE INDIVIDUAL MEMBERS OF THE LUNADA BAY BOYS, including but not limited to SANG LEE, BRANT BLAKEMAN, ALAN JOHNSTON AKA JALIAN JOHNSTON, MICHAEL RAE PAPAYANS, ANGELO FERRARA, FRANK FERRARA, CHARLIE FERRARA, and N. F.; CITY OF PALOS VERDES ESTATES; CHIEF OF POLICE JEFF KEPLEY, in his representative capacity; and DOES 1-10.

## Defendants

CASE NO. 2:16-cv-02129-SJO (RAOx)

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

Hon. Rozella A. Oliver

Complaint Filed: March 29, 2016  
Trial Date: November 7, 2017

1 1. A. PURPOSE AND LIMITATIONS.

2 Discovery in this action involves the production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation  
5 may be warranted. Accordingly, Plaintiffs Cory Spencer, Diana Milena  
6 Reed, and Coastal Protection Rangers, Inc. ("Plaintiffs") and Individual  
7 Defendants Sang Lee, Michael Ray Papayans, Brant Blakeman, Alan  
8 Johnston, Charlie Ferrara, Frank Ferrara, Angelo Ferrara, and N.F.  
9 ("Defendants") (collectively, "the parties") hereby stipulate and petition the  
10 Court to enter the following Stipulated Protective Order. The parties agree  
11 that this Order does not apply to documents that were filed with the Court  
12 before the date of this Order (see, e.g., Dock. Nos. 233 & 234), nor does it  
13 require redaction of documents previously filed with this Court, or a related  
14 application for leave to re-file such documents under seal. The parties  
15 further acknowledge that this Order does not confer blanket protections on  
16 all disclosures or responses to discovery and that the protection it affords  
17 from public disclosure and use extends only to the limited information or  
18 items that are entitled to confidential treatment under the applicable legal  
19 principles.

20 B. GOOD CAUSE STATEMENT.

21 This action is likely to involve information for which special protection  
22 from public disclosure and from use for any purpose other than prosecution  
23 of this action is warranted. Such confidential information is limited to the  
24 private contact information of victims, witnesses, and/or parties, including  
25 home addresses, phone numbers, and/or email addresses. Accordingly, to  
26 expedite the flow of information, to facilitate the prompt resolution of  
27 disputes over confidentiality of discovery materials, to adequately protect  
28 information the parties are entitled to keep confidential, to ensure that the

1 parties are permitted reasonable necessary uses of such material in  
2 preparation for and in the conduct of trial, to address their handling at the  
3 end of the litigation, and serve the ends of justice, a protective order for such  
4 information is justified in this matter. It is the intent of the parties that  
5 information will not be designated as confidential for tactical reasons and  
6 that nothing be so designated without a good faith belief that it has been  
7 maintained in a confidential, non-public manner, and there is good cause  
8 why it should not be part of the public record of this case.

9       C.     ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
10                   SEAL.

11       The parties further acknowledge, as set forth in Section 12.3, below,  
12 that this Stipulated Protective Order does not entitle them to file confidential  
13 information under seal; Local Civil Rule 79-5 sets forth the procedures that  
14 must be followed and the standards that will be applied when a party seeks  
15 permission from the court to file material under seal.

16       There is a strong presumption that the public has a right of access to  
17 judicial proceedings and records in civil cases. In connection with non-  
18 dispositive motions, good cause must be shown to support a filing under  
19 seal. See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176  
20 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th  
21 Cir. 2002), *Makar-Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D.  
22 Wis. 1999) (even stipulated protective orders require good cause showing),  
23 and a specific showing of good cause or compelling reasons with proper  
24 evidentiary support and legal justification, must be made with respect to  
25 Protected Material that a party seeks to file under seal. The parties' mere  
26 designation of Disclosure or Discovery Material as "CONFIDENTIAL" or  
27 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not—without  
28 the submission of competent evidence by declaration, establishing that the

1 material sought to be filed under seal qualifies as confidential, privileged, or  
2 otherwise protectable—constitute good cause.

3 Further, if a party requests sealing related to a dispositive motion or  
4 trial, then compelling reasons, not only good cause, for the sealing must be  
5 shown, and the relief sought shall be narrowly tailored to serve the specific  
6 interest to be protected. See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d  
7 665, 677-79 (9th Cir. 2010). For each item or type of information, document,  
8 or thing sought to be filed or introduced under seal in connection with a  
9 dispositive motion or trial, the party seeking protection must articulate  
10 compelling reasons, supported by specific facts and legal justification, for the  
11 requested sealing order. Again, competent evidence supporting the  
12 application to file documents under seal must be provided by declaration.

13 2. DEFINITIONS.

14 2.1 Action: *Cory Spencer, et al. vs. Lunada Bay Boys, et al.*, Case No.  
15 2:16-cv-02129-SJO (RAOx).

16 2.2 Challenging Party: a Party or Non-Party that challenges the  
17 designation of information or items under this Order.

18 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
19 how it is generated, stored or maintained) or tangible things that qualify for  
20 protection under Federal Rule of Civil Procedure 26(c), and as specified  
21 above in the Good Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information  
25 or items that it produces in disclosures or in responses to discovery as  
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
27 ONLY."

28 2.6 Disclosure or Discovery Material: all items or information,

1 regardless of the medium or manner in which it is generated, stored, or  
2 maintained (including, among other things, testimony, transcripts, and  
3 tangible things), that are produced or generated in disclosures or responses  
4 to discovery in this matter.

5       2.7 Expert: a person with specialized knowledge or experience in a  
6 matter pertinent to the litigation who has been retained by a Party or its  
7 counsel to serve as an expert witness or as a consultant in this Action.

8       2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
9 Information or Items: extremely sensitive "Confidential Information or Items,"  
10 disclosure of which to another Party or Non-Party would create a substantial  
11 risk of serious harm that could not be avoided by less restrictive means. By  
12 agreement of the parties, this designation is limited to the phone number(s)  
13 of parties and witnesses to this action.

14       2.9 House Counsel: attorneys who are employees of a party to this  
15 Action. House Counsel does not include Outside Counsel of Record or any  
16 other outside counsel.

17       2.10 Non-Party: any natural person, partnership, corporation,  
18 association or other legal entity not named as a Party to this action.

19       2.11 Outside Counsel of Record: attorneys who are not employees of  
20 a party to this Action but are retained to represent or advise a party to this  
21 Action and have appeared in this Action on behalf of that party or are  
22 affiliated with a law firm that has appeared on behalf of that party, and  
23 includes support staff.

24       2.12 Party: any party to this Action, including all of its officers,  
25 directors, employees, consultants, retained experts, and Outside Counsel of  
26 Record (and their support staffs).

27       2.13 Producing Party: a Party or Non-Party that produces Disclosure  
28 or Discovery Material in this Action.

1        2.14 Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing  
3 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
4 form or medium) and their employees and subcontractors.

5        2.15 Protected Material: any Disclosure or Discovery Material that is  
6 designated as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL –  
7 ATTORNEYS' EYES ONLY."

8        2.16 Receiving Party: a Party that receives Disclosure or Discovery  
9 Material from a Producing Party.

10 3. SCOPE.

11        The protections conferred by this Stipulation and Order cover not only  
12 Protected Material (as defined above), but also (1) any information copied or  
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
14 compilations of Protected Material; and (3) any testimony, conversations, or  
15 presentations by Parties or their Counsel that might reveal Protected  
16 Material.

17        Any use of Protected Material at trial shall be governed by the orders  
18 of the trial judge. This Order does not govern the use of Protected Material  
19 at trial.

20 4. DURATION.

21        Once a case proceeds to trial, information that was designated as  
22 CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
23 ONLY" or maintained pursuant to this protective order is used or introduced  
24 as an exhibit at trial becomes public and will be presumptively available to all  
25 members of the public, including the press, unless compelling reasons  
26 supported by specific factual findings to proceed otherwise are made to the  
27 trial judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81  
28 (distinguishing "good cause" showing for sealing documents produced in

1 discovery from “compelling reasons” standard when merits-related  
2 documents are part of court record). Accordingly, the terms of this  
3 protective order do not extend beyond the commencement of the trial.

4 5. **DESIGNATING PROTECTED MATERIAL.**

5 5.1 Exercise of Restraint and Care in Designating Material for  
6 Protection. Each Party or Non-Party that designates information or items for  
7 protection under this Order must take care to limit any such designation to  
8 specific material that qualifies under the appropriate standards. The  
9 Designating Party must designate for protection only those parts of material,  
10 documents, items or oral or written communications that qualify so that other  
11 portions of the material, documents, items or communications for which  
12 protection is not warranted are not swept unjustifiably within the ambit of this  
13 Order.

14 Mass, indiscriminate or routinized designations are prohibited.  
15 Designations that are shown to be clearly unjustified or that have been made  
16 for an improper purpose (e.g., to unnecessarily encumber the case  
17 development process or to impose unnecessary expenses and burdens on  
18 other parties) may expose the Designating Party to sanctions.

19 If it comes to a Designating Party’s attention that information or items  
20 that it designated for protection do not qualify for protection, that Designating  
21 Party must promptly notify all other Parties that it is withdrawing the  
22 inapplicable designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided  
24 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as  
25 otherwise stipulated or ordered, Disclosure or Discovery Material that  
26 qualifies for protection under this Order must be clearly so designated before  
27 the material is disclosed or produced.

28 Designation in conformity with this Order requires:

10 A Party or Non-Party that makes original documents available for  
11 inspection need not designate them for protection until after the inspecting  
12 Party has indicated which documents it would like copied and produced.  
13 During the inspection and before the designation, all of the material made  
14 available for inspection shall be deemed "CONFIDENTIAL." After the  
15 inspecting Party has identified the documents it wants copied and produced,  
16 the Producing Party must determine which documents, or portions thereof,  
17 qualify for protection under this Order. Then, before producing the specified  
18 documents, the Producing Party must affix the "CONFIDENTIAL legend" or  
19 "AEO legend" to each page that contains Protected Material. If only a  
20 portion of the material on a page qualifies for protection, the Producing Party  
21 also must clearly identify the protected portion(s) (e.g., by making  
22 appropriate markings in the margins).

23 (b) for testimony given in depositions that the Designating Party  
24 identifies the Disclosure or Discovery Material on the record, before the  
25 close of the deposition all protected testimony.

26 (c) for information produced in some form other than documentary and  
27 for any other tangible items, that the Producing Party affix in a prominent  
28 place on the exterior of the container or containers in which the information

1 is stored the legend "CONFIDENTIAL" or "HIGHLY-CONFIDENTIAL  
2 ATTORNEYS' EYES ONLY." If only a portion or portions of the information  
3 warrants protection, the Producing Party, to the extent practicable, shall  
4 identify the protected portion(s).

5       5.3 Inadvertent Failures to Designate. If timely corrected, an  
6 inadvertent failure to designate qualified information or items does not,  
7 standing alone, waive the Designating Party's right to secure protection  
8 under this Order for such material. Upon timely correction of a designation,  
9 the Receiving Party must make reasonable efforts to assure that the  
10 material is treated in accordance with the provisions of this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

12       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court's  
14 Scheduling Order.

15       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process under Local Rule 37.1 et seq.

17       6.3 The burden of persuasion in any such challenge proceeding shall be  
18 on the Designating Party. Frivolous challenges, and those made for an  
19 improper purpose (e.g., to harass or impose unnecessary expenses and  
20 burdens on other parties) may expose the Challenging Party to sanctions.  
21 Unless the Designating Party has waived or withdrawn the confidentiality  
22 designation, all parties shall continue to afford the material in question the  
23 level of protection to which it is entitled under the Producing Party's  
24 designation until the Court rules on the challenge.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL.

26       7.1 Basic Principles. A Receiving Party may use Protected Material that  
27 is disclosed or produced by another Party or by a Non-Party in connection  
28 with this Action only for prosecuting, defending or attempting to settle this

1 Action. Such Protected Material may be disclosed only to the categories of  
2 persons and under the conditions described in this Order. When the Action  
3 has been terminated, a Receiving Party must comply with the provisions of  
4 section 13 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party  
6 at a location and in a secure manner that ensures that access is limited to  
7 the persons authorized under this Order.

8       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the Designating  
10 Party, a Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

12           (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
13 well as employees of said Outside Counsel of Record to whom it is  
14 reasonably necessary to disclose the information for this Action;

15           (b) the officers, directors, and employees (including House Counsel) of  
16 the Receiving Party to whom disclosure is reasonably necessary for this  
17 Action;

18           (c) Experts (as defined in this Order) of the Receiving Party to whom  
19 disclosure is reasonably necessary for this Action and who have signed the  
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21           (d) the court and its personnel;

22           (e) court reporters and their staff;

23           (f) professional jury or trial consultants, mock jurors, and  
24 Professional Vendors to whom disclosure is reasonably necessary for this  
25 Action and who have signed the “Acknowledgment and Agreement to Be  
26 Bound” (Exhibit A);

27           (g) the author or recipient of a document containing the information or  
28 a custodian or other person who otherwise possessed or knew the

1 information;

2 (h) during their depositions, witnesses, and attorneys for witnesses, in  
3 the Action to whom disclosure is reasonably necessary provided: (1) the  
4 deposing party requests that the witness sign the form attached as Exhibit 1  
5 hereto; and (2) they will not be permitted to keep any confidential information  
6 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit  
7 A), unless otherwise agreed by the Designating Party or ordered by the  
8 court. Pages of transcribed deposition testimony or exhibits to depositions  
9 that reveal Protected Material may be separately bound by the court reporter  
10 and may not be disclosed to anyone except as permitted under this  
11 Stipulated Protective Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,  
13 mutually agreed upon by any of the parties engaged in settlement  
14 discussions.

15 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
16 ONLY" Information or Items. Unless otherwise ordered by the court or  
17 permitted in writing by the Designating Party, a Receiving Party may  
18 disclose any information or item designated "HIGHLY CONFIDENTIAL –  
19 ATTORNEYS' EYES ONLY" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
21 well as employees of said Outside Counsel of Record to whom it is  
22 reasonably necessary to disclose the information for this Action;

23 (b) Experts (as defined in this Order) of the Receiving Party to whom  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (c) the court and its personnel;

27 (d) court reporters and their staff;

28 (e) professional jury or trial consultants, mock jurors, and

1 Professional Vendors to whom disclosure is reasonably necessary for this  
2 Action and who have signed the "Acknowledgment and Agreement to Be  
3 Bound" (Exhibit A);

4 (f) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the  
6 information;

7 (g) during their depositions, witnesses, and attorneys for witnesses, in  
8 the Action to whom disclosure is reasonably necessary provided: (1) the  
9 deposing party requests that the witness sign the form attached as Exhibit 1  
10 hereto; and (2) they will not be permitted to keep any confidential information  
11 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit  
12 A), unless otherwise agreed by the Designating Party or ordered by the  
13 court. Pages of transcribed deposition testimony or exhibits to depositions  
14 that reveal Protected Material may be separately bound by the court reporter  
15 and may not be disclosed to anyone except as permitted under this  
16 Stipulated Protective Order; and

17 (h) any mediator or settlement officer, and their supporting personnel,  
18 mutually agreed upon by any of the parties engaged in settlement  
19 discussions.

20 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
21 **IN OTHER LITIGATION.**

22 If a Party is served with a subpoena or a court order issued in other  
23 litigation that compels disclosure of any information or items designated in  
24 this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
25 ATTORNEYS' EYES ONLY" that Party must:

26 (a) promptly notify in writing the Designating Party. Such notification  
27 shall include a copy of the subpoena or court order;

28 (b) promptly notify in writing the party who caused the subpoena or

1 order to issue in the other litigation that some or all of the material covered  
2 by the subpoena or order is subject to this Protective Order. Such  
3 notification shall include a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be  
5 pursued by the Designating Party whose Protected Material may be  
6 affected.

7 If the Designating Party timely seeks a protective order, the Party  
8 served with the subpoena or court order shall not produce any information  
9 designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL  
10 – ATTORNEYS' EYES ONLY" before a determination by the court from  
11 which the subpoena or order issued, unless the Party has obtained the  
12 Designating Party's permission. The Designating Party shall bear the  
13 burden and expense of seeking protection in that court of its confidential  
14 material and nothing in these provisions should be construed as authorizing  
15 or encouraging a Receiving Party in this Action to disobey a lawful directive  
16 from another court.

17 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
18 PRODUCED IN THIS LITIGATION.

19 The terms of this Order are applicable to information produced by a  
20 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
21 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced  
22 by Non-Parties in connection with this litigation is protected by the remedies  
23 and relief provided by this Order. Nothing in these provisions should be  
24 construed as prohibiting a Non-Party from seeking additional protections.

25 In the event that a Party is required, by a valid discovery request, to  
26 produce a Non-Party's confidential information in its possession, and the  
27 Party is subject to an agreement with the Non-Party not to produce the Non-  
28 Party's confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-Party  
2 that some or all of the information requested is subject to a confidentiality  
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a  
6 reasonably specific description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party, if requested.

If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

18 | 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19        If a Receiving Party learns that, by inadvertence or otherwise, it has  
20 disclosed Protected Material to any person or in any circumstance not  
21 authorized under this Stipulated Protective Order, the Receiving Party must  
22 immediately (a) notify in writing the Designating Party of the unauthorized  
23 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
24 Protected Material, (c) inform the person or persons to whom unauthorized  
25 disclosures were made of all the terms of this Order, and (d) request such  
26 person or persons to execute the "Acknowledgment and Agreement to Be  
27 Bound" that is attached hereto as Exhibit A.

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL.

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other  
5 protection, the obligations of the Receiving Parties are those set forth in  
6 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
7 to modify whatever procedure may be established in an e-discovery order  
8 that provides for production without prior privilege review. Pursuant to  
9 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an  
10 agreement on the effect of disclosure of a communication or information  
11 covered by the attorney-client privilege or work product protection, the  
12 parties may incorporate their agreement in the stipulated protective order  
13 submitted to the court.

14 12. MISCELLANEOUS.

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
16 any person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order, no Party waives any right it otherwise would have to object  
19 to disclosing or producing any information or item on any ground not  
20 addressed in this Stipulated Protective Order. Similarly, no Party waives  
21 any right to object on any ground to use in evidence of any of the material  
22 covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Local Civil Rule 79-5. Protected  
25 Material may only be filed under seal pursuant to a court order authorizing  
26 the sealing of the specific Protected Material at issue. If a Party's request to  
27 file Protected Material under seal is denied by the court, then the Receiving  
28 Party may file the information in the public record unless otherwise

1 instructed by the court.

2       A Party who wishes to file documents or information which includes  
3 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
4 ONLY" information – specifically, a witness's or Party's telephone number –  
5 must redact all but the last four digits of the telephone number, rather than  
6 file the document under seal. For example, a redacted telephone number  
7 shall appear as follows: [REDACTED]-1234.

8 **13. FINAL DISPOSITION.**

9       After the final disposition of this Action, as defined in paragraph 4, within  
10 60 days of a written request by the Designating Party, each Receiving Party  
11 must return all Protected Material to the Producing Party or destroy such  
12 material. As used in this subdivision, "all Protected Material" includes all  
13 copies, abstracts, compilations, summaries, and any other format  
14 reproducing or capturing any of the Protected Material. Whether the  
15 Protected Material is returned or destroyed, the Receiving Party must submit  
16 a written certification to the Producing Party (and, if not the same person or  
17 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
18 category, where appropriate) all the Protected Material that was returned or  
19 destroyed and (2) affirms that the Receiving Party has not retained any  
20 copies, abstracts, compilations, summaries or any other format reproducing  
21 or capturing any of the Protected Material. Notwithstanding this provision,  
22 Counsel are entitled to retain an archival copy of all pleadings, motion  
23 papers, trial, deposition, and hearing transcripts, legal memoranda,  
24 correspondence, deposition and trial exhibits, expert reports, attorney work  
25 product, and consultant and expert work product, even if such materials  
26 contain Protected Material. Any such archival copies that contain or  
27 constitute Protected Material remain subject to this Protective Order as set  
28 forth in Section 4 (DURATION).

1 14. VIOLATION.

2 Any violation of this Order may be punished by appropriate measures  
3 including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 DATED: May 2, 2017

HANSON BRIDGETT LLP

7

8

9 By: /s/ Samantha Wolff

10 KURT A. FRANKLIN  
11 SAMANTHA D. WOLFF  
12 Attorneys for Plaintiffs  
13 CORY SPENCER, DIANA MILENA  
14 REED, and COASTAL PROTECTION  
15 RANGERS, INC.

16

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DATED: May 2, 2017

OTTEN LAW, PC

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19

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21 By: /s/ Victor Otten\*

22 VICTOR OTTEN  
23 KAVITA TEKCHANDANI  
24 Attorneys for Plaintiffs  
25 CORY SPENCER, DIANA MILENA  
26 REED, and COASTAL PROTECTION  
27 RANGERS, INC.

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30

DATED: May 2, 2017

31 LEWIS BRISBOIS BISGAARD &  
32 SMITH LLP

33

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35

36 By: /s/ Tera Lutz\*

37 DANA ALDEN FOX  
38 EDWARD E. WARD, JR.  
39 TERA LUTZ  
40 Attorneys for Defendant  
41 SANG LEE

1 DATED: May 2, 2017

LAW OFFICES OF J. PATRICK  
CAREY

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Bv: /s/ J. Patrick Carev\*  
J. PATRICK CAREY  
Attorneys for Defendant  
ALAN JOHNSTON

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7 DATED: May 2, 2017

HAVEN LAW

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Bv: /s/ Peter T. Haven\*  
PETER T. HAVEN  
Attorneys for Defendant  
MICHAEL RAY PAPAYANS

LAW OFFICES OF MARK C. FIELDS,  
APC

Bv: /s/ Mark C. Fields\*  
MARK C. FIELDS  
Attorneys for Defendants  
ANGELO FERRARA and N.F.

THE PHILLIPS FIRM

Bv: /s/ Matthew E. Voss\*  
THOMAS M. PHILLIPS  
MATTHEW VOSS  
Attorneys for Defendants  
ANGELO FERRARA and N.F.

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1 DATED: May 2, 2017

BUCHALTER NEMER

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4 Bv: /s/ Robert S. Cooper\*  
5 ROBERT S. COOPER  
6 Attorney for Defendant  
7 BRANT BLAKEMAN

8  
9 DATED: May 2, 2017

VEATCH CARLSON, LLC

10  
11 Bv: /s/ Richard Dieffenbach\*  
12 RICHARD DIEFFENBACH  
13 JOHN WORGUL  
14 Attorneys for Defendant  
15 BRANT BLAKEMAN

16 DATED: May 2, 2017

17 BREMER WHYTE BROWN &  
18 O'MEARA LLP

19  
20 Bv: /s/ Tiffany Bacon\*  
21 ALISON HURLEY  
22 TIFFANY BACON  
23 Attorneys for Defendants  
24 FRANK FERRARA and CHARLIE  
25 FERRARA

26 \*I, Samantha Wolff, attest that counsel concur in the content of this filing and  
27 have authorized this filing on their behalves.

28 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: \_\_\_\_\_

HON. ROZELLA A. OLIVER  
United States Magistrate Judge

## **EXHIBIT A**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of \_\_\_\_\_ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

17 Stipulated Protective Order.

18 | City and State where sworn and signed:

19 Printed name:

Signature: \_\_\_\_\_